



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO VARIOUS MEDICAL TRANSCRIPTION
SERVICE AGREEMENTS AND ONE RADIOLOGY REPORTS
TRANSCRIPTION SERVICE AGREEMENT
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign amendments to extend the term for various Proposition A Medical Transcription Services Agreements and one Radiology Reports Transcription Service Agreement, for an additional eighteen (18) months, on a month-to-month basis, effective January 1, 2005 through June 30, 2006, for the following:
 - Amendment No. 4 to Agreement No. 71757 with Medimax Corporation (Exhibit I), for the continued provision of Medical Transcription Services at Children's Medical Services (CMS), at a maximum obligation of \$128,000, consisting of \$116,480 State revenue and \$11,520 net County cost.
 - Amendment No. 3 to Agreement 72144 with Medtext, Inc. (Exhibit II), for the continued provision of Medical Transcription Services at Rancho Los Amigos National Rehabilitation Center (Rancho), at a maximum obligation of \$273,000, 100% net County cost.
 - Amendment No. 4 to Agreement No. 71386 with MedQuist Transcriptions, Ltd. (Exhibit III), for the continued provision of Medical Transcription Services at Martin Luther King, Jr./Drew Medical Center (King/Drew), at a maximum obligation of \$330,876, 100% net County cost.

- Amendment No. 3 to Agreement No. 72049 with MedQuist Transcriptions, Ltd. (Exhibit IV), for the continued provision of radiology reports transcription services at LAC+USC Medical Center (LAC+USC) and King/Drew, at a maximum obligation of \$1,852,341, 100% net County cost.
2. Approve and instruct the Chairman to sign Amendment No. 8 to Agreement No. 70282 with MedQuist Transcriptions, Ltd. (Exhibit V), for the continued provision of Medical Transcription Services at High Desert Health System (HDHS) and Olive View/UCLA Medical Center (OVMC), extending the term for an additional eighteen (18) months, on a month to month basis, and changing the billing and payment structure, at a maximum obligation of \$1,035,000, 100% net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The recommendation to extend the terms of these Proposition A Agreements with Medimax Corporation (Medimax), Medtext, Inc. (Medtext) and MedQuist Transcriptions, Ltd. (MedQuist), for an additional eighteen (18) months at the same rates will provide for the continued delivery of vital medical and radiology transcription services to various Department of Health Services (DHS) medical facilities, effective January 1, 2005 through June 30, 2006. The requested extension will allow additional time to complete the Proposition A Medical Transcription Services request for proposals (RFP). The current agreements are scheduled to expire on December 31, 2004.

In addition, for services provided at OVMC and HDHS under Agreement No. 70282, the recommendation to change the methodology used by MedQuist for billing will allow the County to utilize a payment structure which clearly identifies the number of characters billed per line. As a result of an ongoing federal investigation, MedQuist is no longer able to utilize the current AAMT line billing used at HDHS and OVMC. Thus, while the methodology used for billing will change, the overall compensation to MedQuist for the same volume of services will remain the same.

FISCAL IMPACT/FINANCING:

The combined total maximum obligation for the period of January 1, 2005 through June 30, 2006 is \$3,619,217, partially offset by \$116,480 in State Revenue. Funding is included in the Fiscal Year (FY) 2004-05 Adopted Budget and will be requested in the FY 2005-06 Proposed Budget. Funding breakdown by Agreement is included in Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Agreement No. 71757 - Children's Medical Services

On September 15, 1998, the Board approved Agreement No. 71757 with The Transcriptionist for the provision of medical transcription services for CMS, effective October 1, 1998 through September 30, 2002. On July 31, 2002, the Director of DHS extended Agreement No. 71757 by written consent of both parties for six (6) additional months, effective October 1, 2002 through March 30, 2003.

On November 25, 2003, the County approved a delegation and assignment of rights from The Transcriptionist to Medimax. The Board approved Amendment Nos. 1, 2, and 3 that provided for increases to the maximum obligation and extensions to the term through December 31, 2004.

Under this Amendment No. 4, Medimax will no longer be responsible for providing courier services to CMS and allows Contractor to terminate for convenience based on a sixty (60) day written notice to County.

Agreement No. 72144 - Rancho Los Amigos National Rehabilitation Center

On June 8, 1999, the Board approved Agreement No. 72144 with Medtext Inc. for the provision of medical transcription services for Rancho, effective July 1, 1999 through June 30, 2003. On June 25, 2003, the Director of DHS extended the term of Agreement No. 72144 by written consent of both parties for six (6) additional months effective July 1, 2003 through December 31, 2003. Subsequently, the Board approved Amendment Nos. 1 and 2, that provided for increases to the maximum obligation and extensions to the term through December 31, 2004.

Agreement No. 71386 - Martin Luther King, Jr./Drew Medical Center

On May 5, 1998, the Board approved Agreement No. 71386 with Medical Transcriptions, Ltd., for the provision of medical transcription services for King/Drew, effective June 1, 1998 through May 31, 2002. On March 27, 2002, the Director of DHS extended Agreement No. 71386 by written consent of both parties for six (6) additional months through November 30, 2002. Subsequently, the Board approved Amendment Nos. 1, 2 and 3, that provided for increases to the maximum obligation and extensions to the term through December 31, 2004.

Agreement No. 72049 - LAC+USC Medical Center and Martin Luther King, Jr./Drew Medical Center

On March 2, 1999, the Board approved Agreement No. 72049 with Lanier Professional Services, Inc. for the provision of radiology reports transcription services for LAC+USC and King/Drew, effective February 1, 1999 through December 31, 2003.

On September 21, 1999, the County approved a delegation and assignment of rights from Lanier Professional Services, Inc. to MedQuist Transcription, Ltd. The Board approved Amendment Nos. 1 and 2, that provided for increases to the maximum obligation and extensions to the term through December 31, 2004.

Agreement No. 70282 - High Desert Health System and Olive View/UCLA Medical Center

On August 20, 1996, the Board approved Agreement No. 70282 with MedQuist Transcriptions, Ltd. for the provision of medical transcription services for HDHS and OVMC, effective September 1, 1996 through August 31, 2000. Under delegated authority to the Director of DHS the term was extended for an additional six (6) months through February 28, 2001. Subsequently, the Board approved Amendment Nos. 1-7, that provided for increases to the maximum obligation and extensions to the term through December 31, 2004.

MedQuist will no longer use the current billing structure utilized by HDHS and OVMC, an AAMT line count, due to an ongoing federal investigation. Thus, in order for HDHS and OVMC to transition to a standard gross line billing and payment structure, MedQuist will bill the County using a per report rate beginning January 1, 2005. The per report rate is based on historical cost. The per report rate will remain in effect until a conversion date has been established for both HDHS and OVMC. The per report rate, although different in methodology, will not change the overall compensation to MedQuist for the same volume of services. Thereafter, County and MedQuist will begin a transition period that will take at least one hundred and twenty (120) days, during which time MedQuist will continue to use a per report rate, before migrating to the desired standard gross line rate, which shall not exceed the maximum rate paid by the other County facilities.

The recommended Amendments will extend the term of each Agreement for an additional eighteen (18) months, January 1, 2005 through June 30, 2006, and will give DHS time to complete a competitive RFP process

for services at the six County medical facilities. Progress on the RFP has been delayed because of the need to modernize and standardize the performance standards and specifications for medical and radiology reports transcription services.

These Agreements can be terminated by County with thirty (30) to sixty (60) days written notice to Contractor, depending on the Agreement.

County Counsel has approved Exhibits I, II, III, IV and V as to form. The amendment formats include the latest Board-mandated contract language.

Attachment A provides additional information.

CONTRACTING PROCESS:

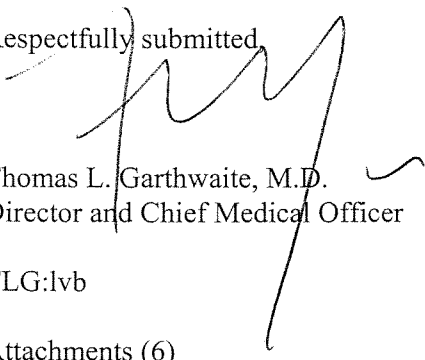
The requested eighteen (18) month extension will provide for continued services while DHS finalizes the RFP process. It is not appropriate to advertise amendments on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommendations will ensure that vital medical and radiology transcription services remain in place and continue uninterrupted.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lvb

Attachments (6)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

CD3628 BLTR.lvb.wpd

SUMMARY OF AMENDMENTS1. TYPE OF SERVICE:

Medical transcription services at Children's Medical Services (CMS), Rancho Los Amigos National Rehabilitation Center (Rancho), High Desert Health System (HDHS), Olive View/UCLA Medical Center (OVMC) and Martin Luther King, Jr./Drew Medical Center (King/Drew), and radiology reports transcription services at Los Angeles County/USC Medical Center (LAC+USC) and King/Drew.

2. AGENCY ADDRESS AND CONTACT PERSON:

Medimax Corporation (No. 71757)	Medtext, Inc. (No. 72144)	MedQuist Transcriptions, Ltd. (Nos. 70282/71386/72049)
3945 Freedom Circle, #1150	1801 Dove Street	1000 Bishops Gate Boulevard, Suite 300
Santa Clara, CA 95054	Newport Beach, CA 92660	Mount Laurel, NJ 08054-4632
Attn: Sangram Das, Bus. Mgr.	Attn: Jerry Woods, President	Attn: Greg Sebasky, President
Telephone: (408) 748-9700	Telephone: (949) 399-9200	Telephone: (213) 484-9660

3. TERM:

The Amendments will extend the term of each Agreement for an additional eighteen (18) months, effective January 1, 2005 through June 30, 2006.

4. FINANCIAL INFORMATION:

The combined total maximum obligation for the period of January 1, 2005 through June 30, 2006 is \$3,619,217, partially offset by \$116,480 in State Revenue. Funding is included in the Fiscal Year (FY) 2004-05 Adopted Budget and will be requested in the FY 2005-06 Proposed Budget. Funding breakdown by Agreement is as follows:

Agreement No.	Contractor	Service Site	State Revenue	Net County Cost*	Maximum Obligation
71757	Medimax Corporation	CMS	\$116,480	\$ 11,520	\$ 128,000
72144	Medtext, Inc.	Rancho		\$ 273,000	\$ 273,000
71386	MedQuist Transcriptions, Ltd.	King/Drew		\$ 330,876	\$ 330,876
72049	MedQuist Transcriptions, Ltd.	LAC+USC and King/Drew		\$1,852,341	\$1,852,341
70282	MedQuist Transcriptions, Ltd.	HDHS and OVMC		\$1,035,000	\$1,035,000
Total			\$116,480	\$3,502,737	\$3,619,217*

*For the period of 18 months. The Annual Funding per FY is \$2,412,811.

5. GEOGRAPHIC AREA SERVED:

All Districts.

6. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

Children's Medical Services:	Cheri Todoroff, MPH, Acting Director
High Desert Health Systems:	Beryl Brooks, CEO
King/Drew Medical Center:	Elliott Cohen, CEO
LAC+USC Medical Center:	Pete Delgado, CEO
Olive-View/UCLA Medical Center:	Melinda Anderson, CEO
Rancho Los Amigos:	Valerie Orange, Acting CEO

7. APPROVALS:

Children's Medical Services:	Cheri Todoroff, MPH, Acting Director
High Desert Health Systems:	Beryl Brooks, CEO
King/Drew Medical Center:	Elliott Cohen, CEO
LAC+USC Medical Center:	Pete Delgado, CEO
Olive-View/UCLA Medical Center:	Melinda Anderson, CEO
Rancho Los Amigos:	Valerie Orange, Acting CEO
Contracts & Grants:	Cara O'Neill, Chief
County Counsel:	Christina A. Salseda, Deputy County Counsel

EXHIBIT I

Contract No. 71757-4

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day of
_____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDIMAX CORPORATION
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated September 15,
1998, and further identified as County Agreement No. 71757 and
any Amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend the term of medical transcription services
scheduled to expire on December 31, 2004, for eighteen (18)
months through June 30, 2006, and make the changes described
hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment extends the term of the Agreement for eighteen (18) months, on a month-to-month basis, beginning January 1, 2005 through June 30, 2006, under the same rate and provisions as set forth in the Agreement.

2. Paragraph 11, TERMINATION FOR CONVENIENCE, of the Agreement, shall be deleted and replaced in its entirety with the following:

"11. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated at any time, without cause by providing Contractor with at least thirty (30) days prior written notice thereof.

After receipt of a notice of termination, Contractor shall stop services under this Agreement on the date specified in such notice.

In addition, Contractor may choose to terminate this Agreement, without cause upon providing County with at least sixty (60) days prior written notice thereof."

3. Paragraph 47, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the Agreement, shall be deleted and replaced in its entirety with the following paragraph:

"47. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR

EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

4. Paragraph 58, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be deleted and replaced in its entirety with the following:

"58. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if

County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall

have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants of Contractors."

5. Paragraph 64, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"64. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

6. Paragraph 1, SCOPE OF WORK, of the Statement of Work, shall be deleted and replaced in its entirety with the following paragraph:

"1. SCOPE OF WORK: Contractor shall provide off-site medical transcription services for CCS.

Contractor will be required to transcribe the following reports. New report formats may be added at any time with no extra cost to the County. Number of copies to be generated by contractor will appear in parenthesis, (), after each report type.

Report

1. Pediatric Clinic Report (5)
2. Orthopedic Clinic Report (5)

All medical transcription shall be rendered by Contractor at 4189 East Santa Ana Street, Suite D, Ontario, California 91761. Such location may be changed with the prior written approval of Administrator.

Contractor shall have the capability to transcribe approximately 22,135 lines monthly, or approximately 265,621 lines annually.

Contractor must use state-of-the-art technology in the transcription and word processing field as determined by County. Contractor shall be year 2000 compliant (including leap year). Contractor's employees performing services under this Agreement must have industry - standard familiarity with medical terminology and report formats as determined by County. The County makes no representation or

guarantee that a minimum or maximum number of lines or reports will be provided pursuant to this Agreement."

7. Paragraph 2. C., Other Contractor Personnel, of the Statement of Work, shall be deleted and replaced in its entirety with the following:

"C. Other Contractor Personnel:

(1) Contractor will provide an experienced transcription supervisor(s) at Contractor's site for proofreading all medical reports and/or records transcribed.

(2) Transcribing personnel must be able to read, write, spell, and understand English from a variety of dictators.

(3) Contractor's personnel shall satisfy industry - standard experience in medical terminology and reports format.

(4) Contractor shall be responsible for immediately removing and replacing any employee from the provision of services to County, reasonably requests to do so by Administrator."

8. Paragraph 11, SPECIFIC TASKS, of the Statement of Work, Subparagraph A, Messenger Service, shall be deleted in its entirety and replaced with the following:

"A. Turnaround Time:

(1) A maximum 48-hour turnaround time, excluding weekends and holidays, is required from receipt of cassettes to be transcribed, to the return of transcribed medical records to CCS.

(2) A maximum 48-hour turnaround time, excluding weekends and holidays, is required from Contractor's receipt of transcriptions to be corrected, to the return of corrected transcriptions to CCS."

9. Paragraph 11, SPECIFIC TASKS, of the Statement of Work, Subparagraph B, Management Information System, shall be deleted in its entirety and replaced with the following:

"B. Management Information System:

(1) Contractor shall submit to CCS a Computerized Management Information Report with each delivery containing a transcribed line count for each patient, including the name and identification number of patient, name of dictating physician, tape name, type of document. Contractor shall indicate date and time received and returned. CCS shall prepare a list of cassettes by number, patient name, type of report, name of dictating physician, and the date and time received.

(2) Upon return to County of transcribed medical records, Contractor shall submit the computerized transcribed line count for each patient record

transcribed. Transcribed line counts are subject to monitoring by County. In the event of a disagreement between Contractor's transcribed line count and County's transcribed line count, County's count shall prevail."

10. Paragraph 11, SPECIFIC TASKS, of the Statement of Work, Subparagraph D (5), Transcription, shall be deleted in its entirety and replaced with the following:

"(5) All transcribed materials shall be proofread by an experienced transcription supervisor prior to returning to County."

11. Exhibit C-1 shall be replaced with Exhibit C-2, attached hereto and incorporated herein by reference.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of
Supervisors of the County
of Los Angeles

MEDIMAX CORPORATION
Contractor

By


Signature

Sangram Das

Print Name

By

Deputy

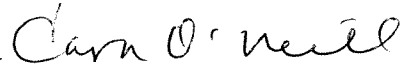
Title Manager Operations
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By

Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By 
for Irene E. Riley, Director
Contract Administration

CD3817_LVB
12/03/04

EXHIBIT C-2

PAYMENT

Subject to the payment provisions of the body of this Agreement, County shall compensate Contractor hereunder as follows:

A. Contractor shall bill County at \$0.20 per transcribed line exclusive of pick up and delivery, for the period January 1, 2005 through June 30, 2006.

B. Contractor shall submit to County on a monthly basis an itemized bill, indicating the total number of transcribed lines performed during the month immediately preceding the month in which the billing is submitted. Billings shall be mailed to the following address:

California Children's Services (CCS)
Expenditure Management
5555 Ferguson Drive
Commerce, California 90022
Attention: Expenditure Manager

C. A transcribed line shall constitute any and all typed characters within a seven (7) inch margin, exclusive of pre-programmed lines; e.g., headers, footers, macros, space bar, carriage return, not requiring character entries. A character is defined as any keystroke entered on a line. All transcription shall be typed with a ten (10) pitch element.

EXHIBIT II

Contract No. 72144-3

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of

_____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDTEXT INC., DBA RAPIDTEXT
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated June 8, 1999, and further identified as County Agreement No. 72144 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of medical transcription services scheduled to expire on December 31, 2004, for eighteen (18) months through June 30, 2006, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment extends the term of the Agreement for eighteen (18) months, on a month-to-month basis, beginning January 1, 2005 through June 30, 2006, under the same rate and provisions as set forth in Agreement.

2. Paragraph 48, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the Agreement, shall be deleted and replaced in its entirety with the following paragraph:

"48. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

3. Paragraph 63, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be deleted and replaced in its entirety with the following:

"63. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor

has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants of Contractors."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

MEDTEXT INC., DBA RAPIDTEXT
Contractor

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of
Supervisors of the County
of Los Angeles

By 
Signature

GLORIA L. JOHNSON
Print Name

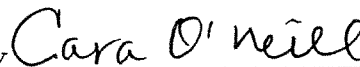
By _____
Deputy

Title VICE PRESIDENT
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By 
for Irene E. Riley, Director
Contract Administration

CD3618_LVB
11/29/04

EXHIBIT III

Contract No. 71386-4

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day of
_____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated May 5, 1998,
and further identified as County Agreement No. 71386 and any
Amendments thereto (all hereafter referred to as "Agreement");
and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend the term of medical transcription services
scheduled to expire on December 31, 2004, for eighteen (18)
months through June 30, 2006, and make the changes described
hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment extends the term of the Agreement for eighteen (18) months, on a month-to-month basis, beginning January 1, 2005 through June 30, 2006, under the same rate and provisions as set forth in the Agreement.

2. Paragraph 47, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the Agreement, shall be deleted and replaced in its entirety with the following paragraph:

"47. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

3. Paragraph 59, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be deleted and replaced in its entirety with the following:

"59. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor

has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants of Contractors."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of
Supervisors of the County
of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By Cara O'Neill
for Irene E. Riley, Director
Contract Administration

CD3621_LVB
11/29/04

By _____
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

By _____
Signature

JOHN W. QUAINANCE
Print Name

Title EVP / CHIEF OPERATING OFFICER
(Affix Corporate Seal)

EXHIBIT IV

Contract No. 72049-3

RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of

_____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT", dated March 2, 1999, and further identified as County Agreement No. 72049 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of medical transcription services scheduled to expire on December 31, 2004, for eighteen (18) months through June 30, 2006, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment extends the term of the Agreement for eighteen (18) months, on a month-to-month basis, beginning January 1, 2005 through June 30, 2006, under the same rate and provisions as set forth in the Agreement.

2. Paragraph 51, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the Agreement, shall be deleted and replaced in its entirety with the following paragraph:

"51. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

3. Paragraph 64, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be deleted and replaced in its entirety with the following:

"64. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor

has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors/subconsultants of Contractors."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of
Supervisors of the County
of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By Cara O'Neill
for Irene E. Riley, Director
Contract Administration

CD3621_LVB
11/29/04

By _____
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

By [Signature]
Signature

JOHN W. QUAINANCE
Print Name

Title EVP/CHIEF OPERATING OFFICER
(Affix Corporate Seal)

EXHIBIT V

Contract No. 70282-8

MEDICAL TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this _____ day of

_____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated August 20, 1996, and further identified as County Agreement No. 70282 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of medical transcription services scheduled to expire on December 31, 2004, for eighteen (18) months through June 30, 2006, and make the changes described hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment extends the term of the Agreement for eighteen (18) months, on a month-to-month basis, beginning January 1, 2005 through June 30, 2006.

2. Paragraph 4, BILLING AND PAYMENT, of the Agreement shall be deleted and replaced in its entirety with the following:

"4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly in arrears, in accordance with the fees set forth in Exhibit C-3, Billing and Payment, attached hereto and incorporated herein by reference. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made and shall reflect the related contract number on the billing statement. Billing shall be made and forwarded to County in accordance with the procedures described in Exhibit A, Statement of Work. County shall pay Contractor within a reasonable period of time following receipt of a complete and correct billing. Submission of incorrect billings by Contractor will result in delayed payment by County. Except as otherwise expressly provided in this Agreement, such fees shall be the sole consideration paid by County to Contractor hereunder."

3. Paragraph 52, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the Agreement, shall be deleted and replaced in its entirety with the following paragraph:

"52. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

4. Paragraph 60, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement, shall be deleted and replaced in its entirety with the following:

"60. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by the same, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposal decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of
the Board of
Supervisors of the County
of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By *Irene E. Riley*
for Irene E. Riley, Director
Contract Administration

CD3619 LVB
12/01/04

By _____
Chairman, Board of Supervisors

MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

By *[Signature]*
Signature

**JOHN W. QUAINANCE
EXECUTIVE VICE PRESIDENT
CHIEF OPERATING OFFICER
MEDQUIST, INC.**

Title _____
(Affix Corporate Seal)

EXHIBIT C-3

BILLING AND PAYMENT
January 1, 2005 - June 30, 2006

Subject to the payment provisions of the body of this Agreement, County shall compensate Contractor hereunder on a per report rate, effective January 1, 2005. The per report pricing is based on historical cost and remains budget neutral to current costs.

The per report rate shall remain in effect until a conversion date to Contractor's DocQment™ Enterprise Platform, for both High Desert Health System (HDHS) and Olive View-UCLA Medical Center (OVMC), has been established.

Thereafter, County and Contractor will begin an "Analysis Period" of at least one hundred twenty (120) days and remain on the per report rate, to allow Contractor to finalize County's migration to Contractor's DocQment™ Enterprise Platform (DEP), that will support the desired Standard Gross Line method.

A. For services provided at Department of Health Services' (DHS) HDHS, Contractor shall bill at the following per report rate:

Report Type	Price per Report
Consult	\$6.14
Discharge Summary	\$17.83
History Physical	\$10.66
Letter	\$9.46
Operative	\$7.56
Procedure	\$5.12
Radiology Consult	\$4.39
2-D Echocardiogram	\$4.99

Reports indicating "No Dictation" will be generated at no charge to County.

B. For services provided at DHS' OVMC, Contractor shall bill at the following per report rate:

Report Type	Price per Report
Echocariogram	\$9.29
Holter Monitor	\$4.36
Pacemaker Evaluation	\$7.00
Procedure	\$21.06
Stress Test	\$4.96
Cardiac Cath Progress Note	\$26.18
Cleft Palate Team Conference	\$14.00
Discharge Summary	\$16.46
Delivery Procedure	\$15.66
History and Physical	\$7.43
Letter	\$14.74
Operative Report	\$17.32
Occupational Therapy	\$26.41
Progress Note	\$7.12
Procedure	\$18.54
Transfer Summary	\$21.51
CAT Scan	\$4.90
Emergency Room Report	\$12.04
Electromyography & Nerver Conduction	\$6.75
Radiology Report	\$3.45

Reports indicating "No Dictation" will be generated at no charge to County.

C. Upon completion of the Analysis Period and acceptance by both parties of the Standard Gross Line unit of measure and price, Contractor shall send County a letter setting forth the Standard Gross Line method as the final supportable unit of measure, price and the date which they will be effective.

D. Contractor shall submit to County on a monthly basis an itemized bill, indicating the total number of transcribed lines performed and/or total number of reports generated (as applicable), during the month immediately preceding the month in which the billing is submitted. An itemized transcribed line count summary, by report, shall be attached to each monthly billing. Billings shall be submitted to the respective facility based on the service site, as follows:

County of Los Angeles/Department of Health Services
High Desert Health System
Expenditure Management
44900 North 60th Street-West
Lancaster, California 93536

- or -

County of Los Angeles/Department of Health Services
Olive View-UCLA Medical Center
Expenditure Management
14445 Olive View Drive
Sylmar, California 91342

E. A Standard Gross Line is defined as any line with visible characters, excluding header and footer information. The header and footer are defined as pre-formatted text that is a part of the DEP report template and patient demographic information that is contained within the DEP ADT entry screen. The Standard Gross Line will be counted using U.S. letter size paper (8 1/2" x 11"), one (1) inch margins on the left, right, top and bottom of the document, and a Courier New twelve (12) point font (equivalent to ten (10) pitch/characters per inch). County can utilize this unit of measure even if the final format of the document is based on different margins or font setting. The DEP will simply convert the document to the above standard for billing purposes.

PRICE GUARANTEE: In the event of a price decline or should Contractor at any time during the life of this Agreement sell the same services to a similarly situated client in the same geographic area and otherwise equivalent terms and conditions, but at prices below these quoted herein, such lower prices shall immediately be extended to County.

Contractor's costs may vary depending on workload which may result in monthly costs being more or less than projected. However, the total eighteen (18) month costs will not exceed the maximum allowable for the contract period.